

O P E JCS  
JUN 17 2002  
PATENT & TRADEMARK OFFICE U.S.A.  
**POWER OF ATTORNEY FROM ASSIGNEE**

The University of Rochester, a university of New York, having a principal place of business at 601 Elmwood Avenue, Box 706, Rochester, NY 14642, is assignee of the entire right, title and interest for the United States of America (as defined in 35 U.S.C. § 100), by reason of an Assignment to the Assignee executed on May 16, 2002 of an invention known as **Methods of Producing or Identifying Intrabodies in Eukaryotic Cells** (Attorney Docket No 1821.0090004), which is disclosed and claimed in a patent application of the same title by the inventors Maurice Zauderer, Chungwen Wei and Ernest S. Smith (said application filed on January 23, 2002 at the U.S. Patent and Trademark Office, having Application Number 10 052,942).

The Assignee hereby appoints the U.S. attorneys associated with **CUSTOMER NUMBER 28393** to prosecute this application and any continuation, divisional, continuation-in-part, or reissue application thereof, and to transact all business in the U.S. Patent and Trademark Office connected therewith, such attorneys currently being Robert Greene Sterne, Esq., Reg. No. 28,912; Edward J. Kessler, Esq., Reg. No. 25,688; Jorge A. Goldstein, Esq., Reg. No. 29,021; David K.S. Cornwell, Esq., Reg. No. 31,944; Robert W. Esmond, Esq., Reg. No. 32,893; Tracy-Gene G. Durkin, Esq., Reg. No. 32,831; Michele A. Cimbala, Esq., Reg. No. 33,851; Michael B. Ray, Esq., Reg. No. 33,997; Robert E. Sokohl, Esq., Reg. No. 36,013; Eric K. Steffe, Esq., Reg. No. 36,688; Michael Q. Lee, Esq., Reg. No. 35,239; Steven R. Ludwig, Esq., Reg. No. 36,203; John M. Covert, Esq., Reg. No. 38,759; Linda E. Alcorn, Esq., Reg. No. 39,588; Lawrence B. Bugaisky, Esq., Reg. No. 35,086; Donald J. Featherstone, Esq., Reg. No. 33,876; and Robert C. Millonig, Esq., Reg. No. 34,395. The Assignee hereby grants said attorneys the power to insert on this Power of Attorney any further identification that may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office.

Send correspondence to:

STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C.  
1100 New York Avenue, N.W.  
Suite 600  
Washington, D.C. 20005-3934  
U.S.A.

Direct phone calls to 202-371-2600.

FOR: University of Rochester  
SIGNATURE: Marjorie D. Hunter  
BY: Marjorie D. Hunter  
TITLE: Director, Technology Transfer URMC  
DATE: June 3, 2002

**Certificate Under 37 C.F.R. § 3.73(b)**



Applicant: Maurice Zauderer, Chungwen Wei and Ernest S. Smith

Application No. Patent No.: 10,052,942

Filed Issue Date: January 23, 2002

Entitled: **Methods of Producing or Identifying Intrabodies in Eukaryotic Cells**

University of Rochester, a University

states that it is:

1.  the assignee of the entire right, title, and interest, or
2.  an assignee of an undivided part interest

in the patent application patent identified above by virtue of either:

A.  An Assignment from the inventor(s) of the patent application patent identified above. The assignment was recorded in the Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

B.  A chain of title from the inventor(s) of the patent application patent identified above to the current assignee as shown below:

1. From: Zauderer, Wei & Smith To: Vaccinex LP

The document was recorded in the Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

2. From: Vaccinex LP To: University of Rochester

The document was recorded in the Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached

3. From: \_\_\_\_\_ To: \_\_\_\_\_

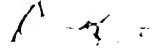
The document was recorded in the Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

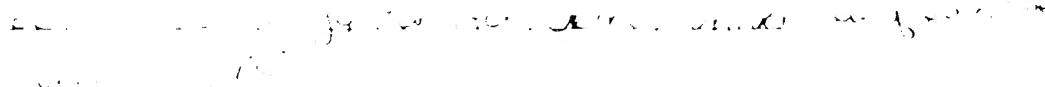
Additional documents in the chain of title are listed on a supplemental sheet.

Copies of assignments or other documents in the chain of title are attached.

[**NOTE:** A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the PTO. See MPEP 302-302.8]

The undersigned (whose title is supplied below) is empowered to act on behalf of the assignee.



## ASSIGNMENT

**DO NOT FORWARD  
TO ASSIGNMENT BRANCH  
NOT FOR RECORDATION**

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration, receipt of which is hereby acknowledged, **Vaccinex LP** a company organized and existing under the laws of **New York** and having an office and place of business at **Eastman Center, 625 Elmwood Avenue, Box 683, Rochester, NY 14620** (the "Assignor"), hereby sells and assigns to the **University of Rochester** a university formed under the laws of **New York**, having an office and place of business at **601 Elmwood Avenue, Box 706, Rochester, NY 14642** (the "Assignee"), its entire right, title and interest for the United States of America (as defined in 35 U.S.C. § 100), and throughout the world, including the right to sue for past infringement and to collect for all past, present and future damages.

- (a) in the Patent Application that is described in detail in Schedule A, annexed hereto and made a part hereof, and
  - (b) in any and all applications that claim the benefit of the Patent Application described in detail in Schedule A, including continuing applications, reissues, extensions, renewals, and reexaminations of such Patents and Patent Applications, to the full extent of the term or terms for which Letters Patents issue, and
  - (c) in any and all inventions described in the Patent Application that is described in detail on Schedule A, and in all forms of intellectual and industrial property protection derivable therefrom, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such Patent Application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor, and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The Assignor agrees to execute all papers necessary in connection with the applications as above, and any continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding applications thereof and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.

The Assignor agrees to execute all papers necessary in connection with any interference related to the applications or any continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application thereof and to cooperate with the Assignee at Assignee's expense in every reasonable way possible in obtaining evidence and going forward with such interference or patent enforcement act.

The Assignor agrees to perform all affirmative acts at Assignee's expense and expense that may be necessary to obtain or ensure a grant of a valid patent to the Assignee.

The Assignor hereby represents that Assignor has full right and authority to convey the entire interest herein assigned, and that Assignor has not executed, and will not execute, any agreement in conflict therewith.

The Assignor hereby grants Robert Greene Sterne, Esquire, Registration No. 28,912, Edward J. Kessler, Esquire, Registration No. 25,688, Jorge A. Goldstein, Esquire, Registration No. 29,021, David K. S. Cornwell, Esquire, Registration No. 31,944, Robert W. Esmond, Esquire, Registration No. 32,893, the rights set forth in Article I, paragraph

DO NOT FORWARD

TO ASSIGNMENT BRANCH

Esquire, Registration No. 34,395, all of STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C.,  
Suite 600, Washington, D.C. 20005-3934, power to insert in this assignment, including the attached Schedule A, any  
further information regarding the patents and patent applications so identified in such Schedule A that may be necessary  
or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this  
document.

SIGNED on behalf of the said ASSIGNOR, \*\*\*\* Vaccinex LP

By:

*Maurice Zauderer*  
*Maurice Zauderer*  
Maurice Zauderer

Title:

General Partner

Date:

May 16, 2002

SIGNED on behalf of the said ASSIGNEE, \*\*\*\* University of Rochester

By:

Marjorie D. Hunter  
Marjorie D. Hunter

Title:

Director, Technology Transfer UKMC

Date:

June 5, 2002

RECORDED

**SCHEDULE A**

**DO NOT FORWARD  
TO ASSIGNMENT BRANCH  
NOT FOR RECORDATION**

**UNITED STATES PATENT APPLICATIONS**

Application No. \_\_\_\_\_ Filing Date \_\_\_\_\_

1. 10/052,942 January 23, 2002

DO NOT FORWARD  
TO ASSIGNMENT BRANCH  
NOT FOR RECORDATION

## ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventors: Maurice Zauderer, Chungwen Wei, and Ernest S. Smith, the undersigned inventors hereby sell and assign to Vaccinex, LLP (the Assignee) their entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages:

*check applicable box(es)*       for the United States of America (as defined in 35 U.S.C. § 100).  
 and throughout the world.

(a) in the invention known as Method of Producing or Identifying Intrabodies in Eukaryotic Cells for which application for patent in the United States of America has been executed by the undersigned on 1) 5/16/02 2) 5/16/02 3) 5/16/02 also known as United States Application No. 10/052,942, filed January 23, 2002, in any and all applications thereon, in any and all Letters Patent(s) therefor, and

(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including continuing applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made

The undersigned inventors agree to execute all papers necessary in connection with the application and any continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such application(s) as the Assignee may deem necessary or expedient.

The undersigned inventors agree to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the application or any continuing (continuation, divisional, or continuation-in-part) application(s) and/or reissue(s).

DO NOT FORWARD  
TO ASSIGNMENT BRANCH  
NOT FOR RECORDATION

The undersigned inventors hereby represent that they have full right to convey the entire interest herein assigned, and that they have not executed, and will not execute, any agreement in conflict therewith.

The undersigned inventors hereby grant Robert Greene Sterne, Esquire, Registration No. 28,912; Edward J. Kessler, Esquire, Registration No. 25,688; Jorge A. Goldstein, Esquire, Registration No. 29,021; David K.S. Cornwell, Esquire, Registration No. 31,944; Robert W. Esmond, Esquire, Registration No. 32,893; Tracy-Gene G. Durkin, Esquire, Registration No. 32,831; Michele A. Cimbala, Esquire, Registration No. 33,851; Michael B. Ray, Esquire, Registration No. 33,997; Robert E. Sokohl, Esquire, Registration No. 36,013; Eric K. Steffe, Esquire, Registration No. 36,688; Michael Q. Lee, Esquire, Registration No. 35,239; Steven R. Ludwig, Esquire, Registration No. 36,203; John M. Covert, Esquire, Registration No. 38,759; Linda E. Alcorn, Esquire, Registration No. 39,588; Lawrence B. Bugaisky, Esquire, Registration No. 35,086; Donald J. Featherstone, Esquire, Registration No. 33,876; and Robert C. Millonig, Esquire, Registration No. 34,395, all of STERNE,KESSLER,GOLDSTEIN & FOX P.L.L.C., 1100 New York Avenue, N.W., Suite 600, Washington, D.C. 20005-3934, power to insert in this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, executed by the undersigned inventors on the date opposite their name.

Date: May 16, 2002 Signature of Inventor: Maurice Zauderer  
Maurice Zauderer

Date: May 16, 2002 Signature of Inventor: Chungwen Wei  
Chungwen Wei

Date: May 16, 2002 Signature of Inventor: Ernest S. Smith  
Ernest S. Smith